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CLIENT/MATTER NUMBER
012474-0427

October 19, 2018

CONFIDENTIAL SETTLEMENT COMMUNICATION

Via E-Mail

Mr. Richard J. Parks
Pietragallo Gordon Alfano Bosick
& Raspanti, LLP
7 West State Street, Suite 100
Sharon, PA 16146

Re: **Bessemer System Federal Credit Union**

Dear Richard:

Thank you for reaching out yesterday to explore the possibility of resolving the various matters between Bessemer System Federal Credit Union and my client, Fiserv Solutions, LLC. I was appreciative of your letter and thought our call yesterday afternoon was helpful and productive. While I believe it has been conveyed to Bessemer on many occasions, I reiterate that Fiserv's intent is to perform its contractual obligations under the Master Agreement fully, including with respect to Bessemer's plan to deconvert and transition to a new service provider.

Although there appear to be some remaining disagreements between the parties, those appear to be business issues that should be capable of resolution through good faith and reasonable negotiation. You and I agreed yesterday on a path that would deescalate things from the current litigation posture in order to facilitate a global resolution. Based on our discussion, this is what I understand to be the plan that both parties would find acceptable:

1. Bessemer will (as early as possible, as soon as perhaps this morning) withdraw its motion for a writ of seizure and dismiss its complaint in the "replevin" action, Case 2018-3022, without prejudice. The hearing scheduled for Monday morning will thus be cancelled.
2. Dismissal of the replevin action would not affect Bessemer's other pending action, Case No. 2018-01130. That said, Bessemer and Fiserv will work in good faith to negotiate a global resolution of the issues raised in that action, including the issue of whether Fiserv is entitled to early termination fees. As we discussed, given the lead time required, deconversion is not likely to happen until near the June 30, 2019 expiration of the Master Agreement in any event, making the early termination fee issue one that the parties should be able to resolve.

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3. Bessemer will promptly remit payment to Fiserv of all outstanding invoices and resume paying invoices for future services on a timely basis. If Bessemer requires copies or a summary of the outstanding invoices, Fiserv will promptly provide same. Given that the invoices are several months past due, Fiserv anticipates that Bessemer will make payment promptly and certainly before the end of the month.

4. Fiserv will, as the Master Agreement requires, fulfill its contractual obligations to work with Bessemer to effect deconversion. As we discussed, this will require Bessemer's active participation, communication and cooperation. Moreover, Bessemer understands that the Master Agreement requires that it pay Fiserv for the fees and expenses of deconversion, and that such amounts be paid before the agreed-upon deconversion date.

I believe this addresses all of the points we discussed and fairly summarizes our understanding. If you agree, please sign below and return an executed version to me. I would also appreciate it if you would provide evidence that the replevin action has been dismissed as soon as possible tomorrow, given the currently-scheduled hearing on Monday and our immediate need to file an opposition should the hearing have to go forward.

Once again, I thank you for the productive conversation and look forward to working with you to resolve any remaining matters cooperatively.

Very truly yours,

/s/ *Andrew J. Wronski*

Andrew J. Wronski

AGREED:



Richard J. Parks
Counsel, Bessemer System Federal Credit Union